ConnectPay Service Terms and Conditions: Please read these terms and conditions of business carefully.

DEFINITIONS
The Order Form submitted by You is subject to acceptance by Us and will not be binding until accepted by Us. Once accepted by Us, no order can be amended or cancelled by You except as provided in these terms and conditions. These terms are binding on both parties. The scope of this Agreement includes but is not limited to the processing via Us of Transactions in electronic form together with such other forms of payment instruction as may from time to time be introduced by Us on notice to You by such means as the We deem fit. The rights granted to You by Us under this Agreement are limited to those expressly set out in this Agreement.

In this Agreement unless the context requires otherwise, the following expressions have the meanings as stated:

"Agreement"	The Order Form correctly signed and duly dated and any additional terms as may be referred to herein. By signing to order form you are agreeing to the these terms and conditions of sale, copies of which are available on request and via the Adelante Software website
"Product"	The ConnectPay group of products and applications are services provided by Us and are systems providing services of card acquirer on-line authorisation
"Bank"	The organisation with whom You have Your merchant acquiring account
"Minimum Usage"	The period following which Your ConnectPay account will be disabled should it not be used during this period
"We", "Us" or "Our"	Adelante Software Limited, registered in the UK Company Number 4450760
"You" or "Your"	The Customer named on the Order Form
"Service"	Service(s) supplied by Us to You. We may provide such service(s) through a third party acting as the Our agent
"Transaction Record"	Historical Transaction data held on the ConnectPay database
"Transaction"	Each occasion that You submit a Payment Request which is processed by the ConnectPay application
"Transaction Charge"	Subject to variation, the charges shown on the Order Form or if none are specified, Our standard transaction charges for the authorisation or non-authorisation of a Transaction or Refund
"Account"	Your ConnectPay account operated by Us through which Your Transactions are processed
"Refund"	Each occasion that You submit a Refund request which is processed by the ConnectPay application
"Other Charges"	Subject to variation, all other set-up, subscription or any other charges that may be reasonably required in the administration of Your account as shown on the Order Form or if none are specified as per Our standard charges
"Transaction Limit"	Subject to variation, the upper limit per single transaction and total value of all transactions that You may make per month without prior authorisation from Us
"Rules"	The bylaws, rules, regulations, operating regulations and procedures issued by a Card Association/issuer/licensor or similar to MasterCard or Visa, as may be amended or supplemented

Other capitalised expressions used in the Order Form shall have the meanings given therein and in this Agreement.

TERMS OF AGREEMENT

1 Agreement

1.1 This agreement shall begin the date of Your signatures on the ConnectPay Order Form.
1.2 We agree to supply the Services set out in the Order Form at a date mutually convenient to both parties.
1.3 You agree to operate the Scheme in accordance with the terms of this Agreement, the Operating Instructions, the User Manual AND in accordance with the Rules, all of which form an integral part of this Agreement.
1.4 This Agreement is strictly between You and Us. You must not allow the Service to be used by anyone not authorised to do so by Us. You must not sell, assign, or sublet the Service.
1.5 This Agreement and the Order Form constitute the entire agreement between the parties and supersede all prior arrangements, understandings and negotiations.
1.6 We reserve the right to vary this Agreement to comply with new legislation provided that such variation shall be limited to the extent necessary for such purposes. Any such variation shall be effective upon Us giving written notice to You. No other variation to this Agreement shall be effective unless agreed in writing by You and Us.

2 General

2.1 You (and if more than one person jointly and severally) agree until the Agreement is terminated:

a) We will invoice You or collect Payment by Direct Debit for every Transaction made by You at the rate agreed within the Agreement and
b) You will pay the Transaction Charge and all other sums due to Us punctually by the method specified on the dates and in the amounts specified and that time for payment of any sums due under these Terms shall be of the essence and that it is a condition that failure to pay any sums due within 14 days after the due date shall be a repudiation of these Terms; and
c) We may vary the Transaction Charges at Our discretion on the expiry of not less than one month's written notice to You provided that We shall not vary them more than twice in any one calendar year; and
d) If You fail to comply with any of the terms of payment for more than 7 days after receipt of a written demand We may withhold the provision of the Services without incurring any liability to You, and You shall remain liable to Us for all existing and continuing charges due under this agreement; and
e) You will remain liable to pay all charges due under this Agreement notwithstanding any unavailability of the Network or any suspension or disconnection; and
f) We may suspend the Services and/or disconnect any or all Terminals from the ConnectPay Service if You fail to pay or We are unable to collect any sums when due or You are otherwise in breach of this Agreement or if We reasonably believe You are using the Service for illegal purposes or purposes for which it is not intended; and

2.2 Transaction Records must be kept in all Transactions. On taking a payment under the Scheme You shall duly complete a Transaction Record obtaining such authorisation from the ConnectPay service as required and shall give one copy of the completed Transaction Record to the Cardholder. You acknowledge that an authorisation code from the ConnectPay service does not guarantee that payment will be made to You by your Bank and that all Transactions are subject to your contract with your Bank.

2.3 In presenting any Transaction to ConnectPay You warrant to Us and agree as follows:

a) That all statements of fact contained therein which are within Your knowledge are true and complete;

b) That the use of the Card by the Cardholder has been authorised and authenticated by the Cardholder in a manner appropriate to that Card, as prescribed by Us from time to time

c) That You have supplied the services to which the Transaction relates and to the value stated; and

d) That no other Transaction has been or will be issued in respect of the same services which are the subject to which such Transaction relates; and

e) You agree and undertake that You will fully indemnify and keep indemnified Us in respect of any claim loss or liability (including any costs or expenses) made against, resulting to or incurred by Us whatsoever or howsoever arising from or relating to any Transaction.

2.4 A Transaction shall be invalid if there has been any departure from the terms of this Agreement, the Operating Instructions or the relevant Rules in relation to that Transaction or the Transaction value is in excess of Your Transaction Limit and no authority has been obtained from Us. Not withstanding the foregoing, no objection shall be taken by You if We shall treat any invalid Transaction as valid though such treatment shall be without prejudice to the Our right subsequently to treat such Transaction as invalid if its invalidity shall come to the notice of Us. We shall be under no obligation to give You notice of the invalidity or, as the case may be, validity of a Transaction.

2.5 We shall debit Your Account with the under-mentioned items which shall become payable on demand in accordance with below;

a) The agreed Transaction charge on the amount of all payments made in respect of Transactions presented for payment in the preceding month or such other period as may from time to time be specified by Us and notified to You on the giving of 4 weeks notice by such means as We deem appropriate;

b) The agreed licence fees as per the Order Form

c) Any other charges agreed for the provision of the Service

d) Any other sums due or payable to Us by You in accordance with this Agreement;

e) At Our discretion an amount equal to interest at the rate of 5% per annum over the Royal Bank of Scotland Standard Overdraft Rate from the due date until the date of payment on any sum (other than sums mentioned in (h) below) due by You to Us but unpaid;

2.6 You irrevocably authorise Us to debit Your Account in respect of Chargebacks in accordance with the Rules and with the amount of any fees payable by You to Us or any amount owing to Us under this Agreement.

2.7 We agree to maintain records of all Transactions and Your associated liabilities between Us and You and will periodically forward to You a statement of these records including a breakdown of Transaction Charges and any amount then due from You to Us not deducted directly from Your Account. Such statement shall constitute a proper demand for payment by Us to You.

2.8 We may from time to time vary this Agreement or any Part hereof, the User Manual and/or the Operating Instructions. Any such variation together with any variation of the Rules as may occur from time to time shall become effective upon Us notifying You thereof. Such notification may be by such means as We shall think fit.

2.9 You shall use the Service for processing Transactions. You will process every such Transaction by using the Service regardless of the amount involved but subject to such Transaction Limit (if any) as may be fixed by Us from time to time.

3 Service

3.1 The Services are made available provided:

a) They are not used for anything unlawful, improper, or immoral;

b) They are not used to make offensive or nuisance communications in whatever form;

c) They are not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory or otherwise unlawful;

d) They are not used to access or use content in a way that infringes the rights of others

e) They are used in accordance with any operating instructions and by properly skilled and trained personnel

3.2 The effectiveness of the Service varies depending on location, type of Service being used and other factors. You accept that, owing to the nature of mobile telecommunications, the Internet and Your Banks acquiring service it is impossible to provide a fault free service and We will not be liable to You or any other party for any action taken in reliance upon the accuracy, completeness or continuous supply of the Service.

3.3 The Service is provided without warranties or conditions of any kind. Except as specifically set forth in this agreement, we make no warranties, conditions or representations concerning the merchantability, quality, or fitness, for a particular purpose of the service. You assume all risk for using the service in any activities where damage or injury to persons, property, or business may result if an error or interruption occurs. Without limitation, no warranty or condition is given that the service is error-free or uninterrupted.

3.4 You (and if more than one person jointly and severally) agree until the Agreement is terminated:

a) To indemnify and keep Us fully indemnified at all times against all losses actions claims demands proceedings (whether civil or criminal) costs outgoings legal expenses insurance premiums and all calls liabilities judgements damages or other sanctions wherever arising directly or indirectly from the provision of the Service or your failure or alleged failure to carry out your duties under these Terms.

b) The Service is selected by You and We do not let or supply the Service with any representation concerning the condition performance suitability or qualities of the Service and We give no warranty that the Service does not or that the Customer's use of the Service will not infringe any patents trademarks or registered designs copyrights or confident information or intellectual property rights owned or possessed by any third party and we shall not be liable for any loss suffered by You in any way by reason of such infringement; and

c) To insure against all liability to third parties for death personal injury and damage to or loss of property arising directly or indirectly out of the use possession or operation of the Service for such amount as is prudent or legally required; and

d) To comply with any policy of insurance affecting the Service or its use.

4 Purchase Terms

4.1 You agree that in consideration for the right to participate in the ConnectPay Service in accordance with the Terms set out in this Agreement and / or in the Order Form You shall pay Us in respect of each Transaction pursuant to this Agreement a Transaction charge on the face value of all Transactions processed for payment. Such charges will be debited to You as herein provided.

4.2 You agree to purchase the Service in accordance with the Terms set out in this Agreement.

4.3 All Conditions, warranties, terms, undertakings and obligations implied by Statute, Common Law, Custom, Trade Usage or otherwise are hereby excluded.

4.4 Payment of the Set-up, Subscription and Purchase price must be made in full at the time the order placed.

4.5 You may not use the Service outside of the United Kingdom without our prior agreement.

4.6 We grant to You personal and non-transferable use of the Service. You may not copy or modify or sub-licence any software or other intellectual property associated with the Service. You shall use the Service for Your own internal business purposes only. The Software and or Application for the remains Our property at all times and must be surrendered upon request.

4.7 If You do not pay the Charges or any other sums payable under this Agreement when due You will pay to Us interest thereon calculated on a daily basis and compounded quarterly from the due date until payment at the rate of five per cent (8%) per annum above The Royal Bank of Scotland Base Rate.

5 Liability

5.1 You undertake and agree to indemnify and hold Us harmless against all actions, claims, proceedings, costs, losses and damages whatsoever and howsoever caused or arising which We sustain, incur or pay in connection with the use or operation of malfunction of the Service or in relation to any matter arising out of its presence on the premises of You, including all actions, claims, proceedings, occasioned by or arising out of Our negligence, Our servants or agents, sub-contractors or other person acting on Our behalf as aforesaid.
5.2 If the Service is unusable for any reason, You are still liable to pay all Transaction Charges, Service Charges or Other Charges already incurred or transacted.
5.3 We reserve the right, without liability to You, and subject to one months written notice, to alter the Product or Service as We may consider necessary provided that the usefulness and effectiveness of the Software is not reduced.
5.4 If we delay or fail to exercise any right or remedy available to us it shall not constitute a waiver of it or them and We may enforce any such right or remedy separately or concurrently with any other right or remedy now or in the future to the effect that such rights are cumulative and not exclusive of each other.
5.5 We do not warrant that our security procedures will prevent the loss of, alteration of, or improper access to, your data. We are not responsible for invalid destinations and transmission errors in, corruption of, or the security of, your information carried over telecommunications carriers' or other provider's facilities.
5.6 We shall not be liable for any failure to perform any of Our obligations under this Agreement where such failure arises directly or indirectly through war, civil disturbance, industrial dispute, equipment failure, or (without limitation) any other circumstances whatsoever beyond Our control.
5.7 No neglect, delay or indulgence on the part of Us in enforcing the terms and conditions of this Agreement shall prejudice or restrict Our rights hereunder, nor shall the same be construed as waiver thereof.
5.8 Each provision of section 5 is to be construed as a separate limitation applying and surviving even if for any reason any other of the provisions is held to be inapplicable, unreasonable, or unfair in any circumstances and shall remain in force notwithstanding any termination of this Agreement

6 Force Majeure

6.1 We shall not be liable to You for any breach of this Agreement to the extent that this arises as a result of technical problems relating to the Service including the failure by any internet service provider or public telephone or mobile network to provide services to or any other event beyond our reasonable control.

7 Use of information

7.1 We shall be provided with upon our request access to all information and documents in Your possession relevant to Our obligations under this Agreement.
7.2 You shall not without the written consent of the relevant Cardholder, sell purchase, provide, disclose or exchange Card information, including, without limitation, details of Cardholders, or information regarding them or their Transactions, or regarding the Scheme, howsoever obtained and whatsoever the form the same shall take, to any third party (other than to Your agent(s) for the sole purpose of assisting You in Your business and/or performing Your obligations under this Agreement) unless such disclosure is required by law. You shall only store any Cardholder's account information and other personal data including Card number(s), whether in paper or electronic form, in a secure manner to prevent access by or disclosure to anyone other than Your authorised personnel and in compliance with the Rules from time to time applicable to the Your data security and protection requirements. You shall take all such reasonably necessary measures to ensure Cardholder information is not disclosed or otherwise misused.
7.3 You authorise Us to release data (including if applicable, personal data) to any agent of Ours and/or any third party service provider for the purpose of enabling Us to fulfil Our duties and obligations pursuant to this Agreement.
7.4 You further authorise Us and (where applicable) Our agents to release data to the police, Visa, MasterCard, Europay, any other card scheme approved by Us from time to time and other relevant schemes for the purpose of, or associated with, the operation, integrity and security of relevant card schemes. You expressly acknowledge that We are required to report Your business name and the name of Your principals to member Alert to Control High-Risk ("MATCH") if You are terminated for one or more reasons specified in MasterCard of Visa operating regulations. You expressly agree and consent to any such reporting by Us and You will hold Us harmless for all claims and liabilities You may raise as a result of such reporting.
7.5 You hereby authorise Us to make from time to time any business or personal credit and other inquiries We consider necessary to evaluate the continuance of this Agreement. You shall authorise any person or credit, reporting agency to answer all such credit inquiries and to furnish that information to Us.
7.6 Your information may be held and used by Us for a number of purposes which include:

a) Processing your orders, or applications; providing You with products and/or services requested; administering your account and settling accounts with those who provide related services to Us; dealing with requests, enquiries or complaints and other customer care related activities; and all other general administrative and business purposes;
b) Carrying out any activity in connection with a legal, governmental or regulatory requirement on Us; in connection with legal proceedings or in respect of crime or fraud prevention, detection or prosecution;
c) Carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems; in connection with the transfer of any part of our business in respect of which You are a customer or a potential customer.

If You would like Us to tell You what information We hold about You, please write to Us. There may be a charge for each request made to cover our administrative costs. If your information is incorrect or incomplete, please tell Us and We will correct or update it.

7.7 We may hold information relating to You that You provide to Us or that We may obtain from another source. This information may include among other information your name, address, telephone numbers, information on how You use our Services, and any other information collected in relation to your use of our products and Services.

8 Termination

8.1 We may terminate Your rights under this Agreement (and any associated agreement between Us and You) forthwith in the event that;

a) You are in breach of any of the terms of this Agreement (and any associated agreement), the User Manual or the Operating Instructions;
b) A petition is presented or a notice of resolution is given for the winding up of You or;
c) A petition is presented for the appointment of an Examiner or;
d) You become bankrupt or insolvent or enters into any arrangement or composition with creditors or takes or suffers any similar action in consequence of any debts;

e) A Receiver, Examiner or Liquidator or equivalent officer is appointed over all or any part of the property or undertaking of You;
f) Any other event of series of events whether related or not (including without limitation, any material adverse change in the business, assets or financial condition of You) occurs which in the opinion of We affect the ability or willingness of You to comply with all or any of its obligations or meet any or all of its possible liabilities under this Agreement.

Such termination shall become effective upon notification to You by such means as We think fit. In any event this Agreement may be terminated by either party at any time by not less than 30 days written notice to the other. In any case, any termination shall not affect any obligations incurred prior to termination

8.2 In the event of You committing a breach of any of the terms of this Agreement We may forthwith terminate Your rights under all Parts of this Agreement, such termination becoming effective upon notification to You by such means as We think fit. In any case, termination shall not affect obligations incurred prior to such termination.
8.3 This Agreement is not assignable by You. If You are an individual it shall be binding upon Your personal representatives. For the avoidance of doubt, We may assign or otherwise transfer, either wholly or in part, any of Our rights, benefits of or obligations under this Agreement to a subsidiary company or associated company without the prior consent of You.
8.4 If any term of this Agreement not being of a fundamental nature is held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.
8.5 Immediately upon the Agreement being terminated under Clause 8.1 or if this Agreement is terminated up a repudiation by You and accepted by Us. You shall pay to Us a sum equal to the aggregate of:
a) All arrears of Charges and all other amounts due under this Agreement; and
b) Damages for any breach of this Agreement and all expenses and costs incurred by Us enforcing our rights under this Agreement.
8.6 If disconnection from the ConnectPay Service occurs by reason of payment default We may charge a reasonable fee for any subsequent reconnection of the Terminal to the Service.
8.7 We accept no responsibility for the discontinuation of the ConnectPay service due to circumstances We can not reasonably control.

9 Miscellaneous

9.1 You acknowledge and agree that it is Your responsibility to effect Public Liability Insurance on Your own behalf in respect of those matters for which the indemnity set out in Clause 5.2 above is given and agree that You will arrange for its Underwriters and/or Insurers to renounce their rights of recourse (if any) against Us and verify the existence of such Public Liability Insurance to Us on request.
9.2 You must tell Us of any change in your address or bank details and provide Us with any information (including relating to your financial position) that We may reasonably require in connection with You or the Services provided under this Agreement.
9.3 This Agreement shall be governed by English Law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts
9.4 All sums payable under this Agreement shall be paid together with the addition of such value added tax is legally payable thereon
9.5 Nothing in this Agreement affects the statutory rights of a consumer and We do not exclude or restrict liability for death or personal injury resulting from our negligence or that of our employees. All statutory or other expenses, implied or collateral terms, conditions and warranties are excluded so far as permissible by law.
9.6 If either party sends notices to the other, it shall be in writing and sent to the address set out on the Order Form (or such other addresses notified in writing) by first class pre-paid post and shall be deemed served 48 hours after posting